

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) sets forth an agreement between the United American Nurses (Union and/or UAN) and the Department of Veteran Affairs (VA). This MOU is entered into pursuant to the provisions of 5 U.S.C. Chapter 71 and applies to all Registered Nurses represented by UAN. The parties to this memorandum enter into this agreement for the purposes of establishing a mutually beneficial agreement concerning VA Handbook 0735, Personal Identity Verification (PIV) for Federal Employees and Contractors.

1. The parties acknowledge the rights conferred on both the Union and the VA under Title VII of the Civil Service Reform Act.
2. The RN designation will be on all RN PIV cards. Until this can be accomplished the facility will continue to use the current system for ID cards issued with the RN designation.
3. Currently bargaining unit employees are not charged for damaged, lost or stolen PIV cards. If a VA policy is developed addressing replacement costs such policy will be sent to UAN prior to issuance for appropriate bargaining. VA will meet its obligation to bargain over any charges for replacing PIV cards. Employees will not be disciplined for the accidental loss of or damage to a PIV card. This is not intended to prevent discipline for the intentional misuse of a PIV card.
4. Employees who have been issued a PIV card but occasionally forget to bring it to work will be issued a visitor's pass after presenting a single picture identification, such as a driver's license. An employee who fails to bring the PIV card to work for three (3) or more consecutive days may be required to obtain a replacement PIV card. Employees will not be charged for the visitor's pass or replacement PIV card until a VA policy is developed addressing this issue and the VA has met its obligation to bargain.
5. Bargaining unit RNs will be provided appropriate PIV applicant training on duty time.
6. Procedures for providing RNs access to locked rooms/areas for psychiatric and medical emergencies as a result of the PIV card implementation is an appropriate subject for local bargaining.
7. PIV cards will be used in accordance with the VA PIV Privacy Policy which currently does not allow the PIV card to be used as a timecard. VA will meet its labor relations obligations for any changes to working conditions that result from a change to the VA PIV Privacy Policy.

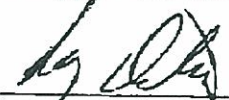
8. In accordance with Article 47, section 4A of the Master Contract, upon request, the local shall be briefed on the initiatives described in the VA Handbook 0735, Personal Identity Verification (PIV) for Federal Employees and Contractors.

9. Procedures for local implementation of VA Handbook 0735 will be in accordance with Article 39, section 3, and Article 47, section 4.

10. In accordance with Article 47, section 4C of the Master Contract, the parties may establish ground rules for local negotiations on the implementation of VA Handbook 0735, Personal Identity Verification for Federal Employees and Contractors.

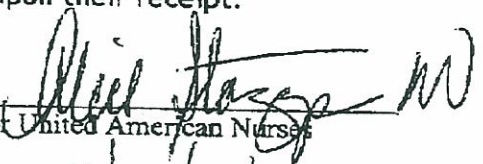
11. The terms of this MOU are not precedent setting and may not be relied upon by either party as justifying the same or similar terms in any subsequent negotiations.

12. The effective date of this agreement will be the date the Agreement is signed by both parties. The appropriate local management official shall provide a copy of the MOU to the Local Union President upon their receipt.



For the Department
10/9/08

Date



For United American Nurses
10/17/08

Date